ESCROWS — DEEDS — DELIVERY TO AGENT OF GRANTEE. — A deed was delivered by the grantor to the purchasing agent of the grantee, to be held until the purchase price was paid. *Held*, that this is an effective delivery in escrow. *Alabama Coal & Coke Co.* v. *Gulf Coal & Coke Co.*, 51 So. 570 (Ala.).

It is commonly said that a deed in escrow must be delivered to a stranger to it. See SHEP. TOUCH. 58. But see *London, etc. Prop. Co.* v. *Baron Suffield*, [1897] 2 Ch. 608, 621. A delivery to the grantor's agent as such agent cannot be a delivery in escrow, for the grantor still has complete control. *Day* v. *Lacasse*, 85 Me. 242. Nor can a delivery to the grantee's agent as such be other than absolute, for this is in law a delivery to the grantee. *Bond* v. *Wilson*, 129 N. C. 325. The agent of one of the parties, however, may be made agent of both, or depositary of the deed, and a delivery to him as depositary is a delivery in escrow. *Ashford* v. *Prewitt*, 102 Ala. 264. Since at the time of delivery the bargain is complete, nothing is left to the discretion of the depositary, and his position as stakeholder is not irreconcilable with that of agent of one of the parties. See *Nolte* v. *Hulbert*, 37 Oh. St. 445, 447. Hence "stranger" in the rule above stated means one who is not personally or legally identified in the matter of delivery with a party to the deed. *Cincinnati, Wilmington, & Zanesville R. Co.* v. *Iliff*, 13 Oh. St. 235. And as it is clear in the principal case that the deed was delivered to the grantee's agent as depositary, the holding seems correct.

EVIDENCE — ADMISSIONS — HUSBAND'S ADMISSIONS AGAINST WIFE. — In an action by a wife, joined by her husband, on a benefit certificate in her favor, the court charged that the testimony of the husband at a previous trial was receivable only for the purpose of impeaching his credibility as a witness, and not as an admission. *Held*, that the charge is erroneous. *Knights of Modern Maccabees* v. *Gillis*, 125 S. W. 338 (Tex., Ct. Civ. App.).

The admissions of any party to the record were formerly held receivable in evidence. *Bauerman* v. *Radenius*, 7 T. R. 663. But the declarations of a nominal party, as a next friend, are now often excluded as admissions, though they may be used to impeach his credibility as a witness. *Buck* v. *Maddock*, 167 Ill. 219. It has even been held that the declarations of a representative, as a trustee or an executor, are not competent to prejudice the persons beneficially interested. *Graham* v. *Lockhart*, 8 Ala. 9. The weight of authority, however, seems to favor the reception of the declarations of a representative, if made by the declarant in his representative capacity. *Horkan* v. *Benning*, 111 Ga. 126; *Niskern* v. *Haydock*, 23 N. Y. App. Div. 175. The declarations of a husband as to his wife's separate estate, not made by him as her agent, are not evidence against her, though he be a party to the record. *Aldrich* v. *Earle*, 13 Gray (Mass.) 578. But because of the rights under the laws of Texas of a husband in property acquired by his wife, it seems that in the principal case the husband had a substantial interest in the action. SAYLES' TEX. CIV. STAT., Art. 2967, 2968. Hence his declarations should have been received as admissions. *Cf. Shaddock* v. *Town of Clifton*, 22 Wis. 114.

INSURANCE — DEFENSES OF INSURER — PROPERTY USED IN ILLEGAL BUSINESS. — The defendant insured against fire the plaintiff's building and the furniture in it. The policy expressly described the building as "occupied as a sporting house" — meaning a house of ill-fame. After the policy was issued but before the property was destroyed by fire, the immoral use ceased. *Held*, that the insured can recover. *Morin* v. *Anglo-Canadian Fire Insurance Co.*, 12 Western L. Rep. 387 (Alberta, Trial, Dec. 2, 1909). See NOTES, p. 635.

INTERSTATE COMMERCE — CONTROL BY STATES — ATTACHMENT OF ROLLING STOCK ENGAGED IN INTERSTATE COMMERCE. — Under an Iowa statute, writs of attachment were levied upon certain cars in the possession of local companies